

LEWIS BRISBOIS BISGAARD & SMITH LLP

TONY M. SAIN, SB# 251626

E-Mail: Tony.Sain@lewisbrisbois.com

LILIT ARABYAN, SB# 311431

E-Mail: Lilit.Arabyan@lewisbrisbois.com

ABIGAIL J. R. McLAUGHLIN, SB# 313208

E-Mail: Abigail.McLaughlin@lewisbrisbois.com

633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Attorneys for Defendants,
COUNTY OF RIVERSIDE, RIVERSIDE
COUNTY SHERIFF'S DEPARTMENT,
SHERIFF CHAD BIANCO, EDWARD
DELGADO, JAMES KRACHMER, and
DAVID HOLM

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ESTATE OF MARIO SOLIS, by and
through successor in interest, Sara
Solis; SARA SOLIS, individually,

Plaintiffs,

vs.

COUNTY OF RIVERSIDE, a public
entity, RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT;
SHERIFF CHAD BIANCO, in his
individual and official capacities;
EDWARD DELGADO, JAMES
KRACHMER; DAVID HOLM; and
DOES 1 through 10, individually,
jointly and severally,

Defendants.

Case No. 5:23-cv-00989-HDV (SPx)
[Hon. Hernán D. Vera, Dist. Judge;
Hon. Sheri Pym, M. Judge]

**PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS**

DISC. C/O
Trial Date:

TBD
None Set

PURSUANT TO THE STIPULATION OF THE PARTIES ("Stipulation for
Entry of Protective Order re Confidential Documents"), and pursuant to the Court's
inherent and statutory authority, including but not limited to the Court's authority
under the applicable Federal Rules of Civil Procedure and the United States District

1 Court, Central District of California Local Rules; after due consideration of all of the
 2 relevant pleadings, papers, and records in this action; and upon such other evidence
 3 or argument as was presented to the Court; Good Cause appearing therefor, and in
 4 furtherance of the interests of justice,

5 IT IS HEREBY ORDERED that:

6 1. A. PURPOSES AND LIMITATIONS

7 Discovery in this action is likely to involve production of confidential,
 8 proprietary, or private information for which special protection from public disclosure
 9 and from use for any purpose other than prosecuting this litigation would be
 10 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
 11 the following Stipulated Protective Order. The parties acknowledge that this Order
 12 does not confer blanket protections on all disclosures or responses to discovery and
 13 that the protection it affords from public disclosure and use extends only to the limited
 14 information or items that are entitled to a confidential treatment under the applicable
 15 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
 16 that this Stipulated Protective Order does not entitle them to file confidential
 17 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
 18 followed and the standards that will be applied when a party seeks permission from
 19 the court to file material under seal.

20 B. GOOD CAUSE STATEMENT

21 Plaintiffs and the individual Defendants may produce certain documents in this
 22 case that contain personal medical, employment or financial information. Such
 23 information may implicate the privacy interests of the party and are properly protected
 24 through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467
 25 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes the
 26 protection of a ‘party or person from annoyance, embarrassment, oppression or undue
 27 burden or expense.’ Although the Rule contains no specific reference to privacy or to
 28 other rights or interests that may be implicated, such matters are implicit in the broad

1 purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617
 2 (N.D. Cal. 1995) (a party’s privacy rights are to be protected through a “carefully
 3 crafted protective order.”).

4 Defendants contend that there is good cause and a particularized need for a
 5 protective order to preserve the interests of confidentiality and privacy in peace officer
 6 personnel file records and associated investigative or confidential records for the
 7 following reasons.

8 First, Defendants contend that peace officers have a federal privilege of privacy
 9 in their personnel file records: a reasonable expectation of privacy therein that is
 10 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
 11 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
 12 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-
 13 13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based
 14 discovery disputes involving federal claims,” the “state privilege law which is
 15 consistent with its federal equivalent significantly assists in applying [federal]
 16 privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613
 17 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights
 18 [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code
 19 §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that
 20 uncontrolled disclosure of such personnel file information can threaten the safety of
 21 non-party witnesses, officers, and their families/associates.

22 Second, Defendants contend that municipalities and law enforcement agencies
 23 have federal deliberative-executive process privilege, federal official information
 24 privilege, federal law enforcement privilege, and federal attorney-client privilege
 25 (and/or attorney work product protection) interests in the personnel files of their peace
 26 officers – particularly as to those portions of peace officer personnel files that contain
 27 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
 28 communications for the purposes of obtaining or rendering legal advice or analysis –

1 potentially including but not limited to evaluative/analytical portions of Internal
 2 Affairs type records or reports, evaluative/analytical portions of supervisory records
 3 or reports, and/or reports prepared at the direction of counsel, or for the purpose of
 4 obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa*
 5 *Audubon Soc'y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
 6 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
 7 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
 8 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
 9 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants
 10 further contend that such personnel file records are restricted from disclosure by the
 11 public entity's custodian of records pursuant to applicable California law and that
 12 uncontrolled release is likely to result in needless intrusion of officer privacy;
 13 impairment in the collection of third-party witness information and statements and
 14 related legitimate law enforcement investigations/interests; and a chilling of open and
 15 honest discussion regarding and/or investigation into alleged misconduct that can
 16 erode a public entity's ability to identify and/or implement any remedial measures
 17 that may be required.

18 Third, Defendants contend that, since peace officers do not have the same rights
 19 as other private citizens to avoid giving compelled statements, it is contrary to the
 20 fundamental principles of fairness to permit uncontrolled release of officers'
 21 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d 822,
 22 828-830 (1985); *cf.* U.S. Const., amend V.

23 Accordingly, Defendants contend that, without a protective order preventing
 24 such, production of confidential records in the case can and will likely substantially
 25 impair and harm defendant public entity's interests in candid self-critical analysis,
 26 frank internal deliberations, obtaining candid information from witnesses, preserving
 27 the safety of witnesses, preserving the safety of peace officers and peace officers'
 28 families and associates, protecting the privacy officers of peace officers, and

1 preventing pending investigations from being detrimentally undermined by
2 publication of private, sensitive, or confidential information – as can and often does
3 result in litigation.

4 Plaintiffs do not agree with and do not stipulate to Defendants’ contentions
5 stated above. Plaintiffs have expressed their concerns pertaining to the use of
6 stipulated protective orders in federal civil rights actions. To begin, documents
7 exchanged in discovery are presumptively public in nature. *San Jose Mercury News,*
8 *Inc. v. U.S. District Court*, 187 F.3d 1096, 1103 (9th Cir. 1999). Furthermore, the
9 public maintains a notable interest in the protection of civil rights and government
10 accountability, including in allegations of law enforcement misconduct. *See, e.g.,*
11 *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 597 & n. 7 (1978) (explaining
12 the interest of citizens in “keep[ing] a watchful eye on the workings of public
13 agencies”). While Plaintiffs do not disagree that certain law enforcement documents,
14 and specifically personnel files, warrant the protections afforded by protective orders,
15 Plaintiffs object to the use of protective orders as blanket “confidential” designations.
16 Given the legal issues existing in the *Solis* matter (*i.e.*, whether custody/medical
17 personnel’s deliberate indifference resulted in an in-custody death of a pretrial
18 detainee), it is Plaintiffs’ position that the public interest in government accountability
19 and transparency clearly outweighs any speculative harms the Defendants may allege
20 exist.¹ Nonetheless, and in the interest of expediency given the controlling
21 Scheduling Order in the *Solis* matter, Plaintiffs agree to enter into a Stipulated
22 Protective Order to preserve the respective interests of the parties.

23 _____
24 ¹ As a general rule, the public is permitted access to litigation documents and
25 information produced during discovery, and the party opposing such disclosure must
26 demonstrate particularized harm and, if such specific harm does exist, the Court
27 must still proceed to balance the competing private and public interests at stake. *In*
28 *re Roman Catholic Archbishop*, 661 F.3d 417 (9th Cir. 2011); *see also Glenmede*
Trust Co. v. Thompson, 56 F.3d 476, 483 (3d Cir. 1995) (identifying factors to
consider in balancing competing interests.)

2. DEFINITIONS

2.1 Action: this pending federal law suit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of the medium or how generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), as specified above in the Good Cause Statement, and other applicable federal privileges.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a Party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which

1 has appeared on behalf of that party, and includes support staff.

2 2.11 Party: any part to this Action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation support
8 services (e.g., photocopying; videotaping; translating; preparing exhibits or
9 demonstrations; and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the Orders of the
22 trial judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations
25 imposed by this Order shall remain in effect until a Designating Party agrees
26 otherwise in writing or a court order otherwise directs. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 2 including the time limits for filing any motions or applications for extension of time
 3 pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under this
 7 Order must take care to limit any such designation to specific material that qualifies
 8 under the appropriate standards. The Designating Party must designate for protection
 9 only those parts of material, documents, items, or oral or written communications that
 10 qualify so that other portions of the material, documents, items, or communications
 11 for which protection is not warranted are not swept unjustifiably within the ambit of
 12 this Order.

13 Mass, indiscriminate, or routine designations are prohibited. Designations that
 14 are shown to be clearly unjustified, or that have been made for an improper purpose
 15 (e.g., to unnecessarily encumber the case development process or to impose
 16 unnecessary expenses and burdens on other parties) may expose the Designating Party
 17 to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
 19 designated for protection do not qualify for protection, that Designating Party must
 20 promptly notify all other parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
 22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 24 under this Order must be clearly so designated before the material is disclosed or
 25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
 28 documents, but excluding transcripts of depositions or other pretrial or trial

proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). Markings added to documents pursuant to this paragraph shall not obscure the content or text of the documents produced.

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. The court reporter must affix to each such transcript page containing Protected Material the “CONFIDENTIAL legend”, as instructed by the Designating Party.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portions or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify

1 the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items as “CONFIDENTIAL” does not,
4 standing alone, waive the Designating Party’s right to secure protection under this
5 Stipulation and its associated Order for such material. Upon timely correction of a
6 designation, the Receiving Party must make reasonable efforts to assure that the
7 material is treated in accordance with the provisions of this Order.

8 5.4 Privilege Logs. If a party withholds information that is responsive to a
9 discovery request by claiming that it is privileged or otherwise protected from
10 discovery, that party shall promptly prepare and provide a privilege log that is
11 sufficiently detailed and informative for the opposing party to assess whether a
12 document's designation as privileged is justified. *See* Fed.R.Civ.P. 26(b)(5). The
13 privilege log shall set forth the privilege relied upon and specify separately for each
14 document or for each category of similarly situated documents:

- 15 (a) the title and description of the document, including number of pages
16 or Bates- number range;
- 17 (b) the subject matter addressed in the document;
- 18 (c) the identity and position of its author(s);
- 19 (d) the identity and position of all addressees and recipients;
- 20 (e) the date the document was prepared and, if different, the date(s) on
21 which it was sent to or shared with persons other than its author(s);
22 and
- 23 (f) the specific basis for the claim that the document is privileged and
24 protected.

25 Communications involving counsel that post-date the filing of the complaint
26 need not be placed on a privilege log.

27 //

28 //

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37-1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 6.4 Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
15 Designating Party may remove Protected Material from some or all of the protections
16 and provisions of this Stipulated Protective Order at any time by any of the following
17 methods:

18 (a) Express Written Withdrawal. A Designating Party may withdraw a
19 "CONFIDENTIAL" designation made to any specified Protected Material from some
20 or all of the protections of this Stipulated Protective Order by an express withdrawal
21 in writing signed by the Designating Party or Designating Party's counsel (but not
22 including staff of such counsel) that specifies and itemizes the Disclosure or
23 Discovery Material previously designated as Protected Material that shall not longer
24 be subject to some or all of the provisions of this Stipulated Protective Order. Such
25 express withdrawal shall be effective when transmitted or served upon the Receiving
26 Party. If a Designating Party is withdrawing Protected Material from only some of
27 the provisions/protections of this Stipulated Protective Order, the Designating Party
28 must state which specific provisions are no longer to be enforced as to the specified

1 material for which confidentiality protection hereunder is withdrawn: otherwise, such
 2 withdrawal shall be construed as a withdrawal of such material from all of the
 3 protections/provisions of this Stipulated Protective Order;

4 (b) Express Withdrawal on the Record. A Designating Party may withdraw
 5 a “CONFIDENTIAL” designation made to any specified Protected Material from all
 6 of the provisions/protections of this Stipulated Protective Order by verbally
 7 consenting in court proceedings on the record to such withdrawal – provided that such
 8 withdrawal specifies the Disclosure or Discovery Material previously designated as
 9 Protected Material shall no longer be subject to any of the provisions of this
 10 Stipulation and Order;

11 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
 12 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
 13 designation made to any specified Protected Material from all of the
 14 provisions/protections of this Stipulated Protective Order by either (1) making such
 15 Protected Material part of the public record – including but not limited to attaching
 16 such as exhibits to any filing with the court without moving, prior to such filing, for
 17 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s
 18 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 21 disclosed or produced by another Party or by a Non-Party in connection with this
 22 Action only for prosecuting, defending, or attempting to settle this Action. Such
 23 Protected Material may be disclosed only to the categories of persons and under the
 24 conditions prescribed in this Order. When the Action has been terminated, a
 25 Receiving Party must comply with the provisions of section 13 below (FINAL
 26 DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
 28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
3 otherwise ordered by the Court or permitted in writing by the Designating Party, a
4 Receiving Party may disclose any information or item designated
5 “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
7 as employees of such Counsel to whom it is reasonably necessary to disclose the
8 information for this Action;

9 (b) the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the “ Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
23 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
24 not be permitted to keep any confidential information unless they sign the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material may be
28 separately bound by the court reporter and may not be disclosed to anyone except as

1 permitted under this Stipulated Protective Order; and

2 (i) any mediator or settlement officer, and their supporting personnel,
3 mutually agreed upon by any of the parties engaged in settlement discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the subpoena
13 or order is subject to Protective Order. Such notification shall include a copy of this
14 Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this action
19 as “CONFIDENTIAL” before a determination by the court from which the subpoena
20 or order issued, unless the Party has obtained the Designating Party’s permission. The
21 Designating Party shall bear the burden and expense of seeking protection in that court
22 of its confidential material and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this action to disobey a lawful
24 directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a Non-
28 Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
 2 remedies and relief provided by this Order. Nothing in these provisions should be
 3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
 5 produce a Non-Party's confidential information in its possession, and the Party is
 6 subject to an agreement with the Non-Party not to produce the Non-Party's
 7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
 9 that some or all of the information requested is subject to a confidentiality agreement
 10 with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
 12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
 15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within 14
 17 days of receiving the notice and accompanying information, the Receiving Party may
 18 produce the Non-Party's confidential information responsive to the discovery request.
 19 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
 20 any information in its possession or control that is subject to the confidentiality
 21 agreement with the Non-Party before a determination by the court. Absent a court
 22 order to the contrary, the Non-Party shall bear the burden and expense of seeking
 23 protection in this court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 26 Protected Material to any person or in any circumstance not authorized under this
 27 Stipulation and Order, the Receiving Party must immediately: (a) notify in writing the
 28 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve

1 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 2 whom unauthorized disclosures were made of all the terms of this Order, and (d)
 3 request such person or persons execute the Acknowledgement and Agreement to Be
 4 Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
 8 inadvertently produced material is subject to a claim of privilege or other protection,
 9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 11 may be established in an e-discovery order that provides for production without prior
 12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 13 parties reach an agreement on the effect of disclosure of a communication or
 14 information covered by the attorney-client privilege or work product protection, the
 15 parties may incorporate their agreement in the stipulated protective order submitted
 16 to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 19 person to seek modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 21 Protective Order no Party waives any right it otherwise would have to object to
 22 disclosing or producing any information or item on any ground not addressed in this
 23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing of Protected Material. A party that seeks to file under seal any
 26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 27 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 28 Protected Material at issue. If a Party’s request to file Protected Material under seal

1 is denied by the court, then the Receiving Party may file the information in the public
2 record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must return
6 all Protected Material to the Producing Party or destroy such material. As used in this
7 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not the same
11 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
12 (by category, where appropriate) all the Protected Material that was returned or
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,
14 abstracts, compilations, summaries or any other format reproducing or capturing any
15 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
16 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
18 reports, attorney work product, and consultant and expert work product, even if such
19 materials contain Protected Material. Any such archival copies that contain or
20 constitute Protected Material remain subject to this Protective Order as set forth in
21 Section 4 (DURATION).

22 //

23 //

24 //

25 //

26 //

27 //

28

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

DATED: January 25, 2024

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: / s / *Lilit Arabyan*

TONY M. SAIN

LILIT ARABYAN

ABIGAIL J. R. McLAUGHLIN

Attorneys for Defendant,

COUNTY OF RIVERSIDE, *et al.*

Dated: January 25, 2024

GASTÉLUM LAW, APC

By: /s/ *Denisse O. Gastélum*

Denisse O. Gastélum, Esq.

Attorneys for Plaintiffs,

ESTATE OF RICHARD MATUS, JR., *et al.*

Dated: January 25, 2024

LAW OFFICES OF CHRISTIAN CONTRERAS

A Professional Law Corporation

By: /s/ *Christian Contreras*

Christian Contreras, Esq.

Attorneys for Plaintiffs,

ESTATE OF RICHARD MATUS, JR., *et al.*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: February 1, 2024



Hon. Sheri Pym

United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 [date] in the case of _____ [insert formal name of the case and the number and
 initials assigned to it by the court]. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity except
 in strict compliance with the provisions of this Order. I further agree to submit to the
 jurisdiction of the United States District Court for the Central District of California
 for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
 enforcement proceedings occur after termination of this action. I hereby appoint
 _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

FEDERAL COURT PROOF OF SERVICE

Estate of Mario Solis v. County of Riverside, et al.
USDC Case No. 5:23-cv-00989-HDV-SP; C/M# 51446-41

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On January 26, 2024, I served the following document(s): **[PROPOSED] PROTECTIVE ORDER RE CONFIDENTIAL DOCUMENTS**

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

SEE ATTACHED SERVICE LIST

The documents were served by the following means:

☒ (BY COURT'S CM/ECF SYSTEM) Pursuant to Local Rule, I electronically filed the documents with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to the persons listed above.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on January 26, 2024, at Los Angeles, California.



Chris Trestrail

SERVICE LIST

**Estate of Mario Solis v. County of Riverside, et al.
USDC Case No. 5:23-cv-00989-HDV-SP; C/M# 51446-41**

Denisse O. Gastelum, Esq.
GASTELUM LAW, APC
3767 Worsham Avenue
Long Beach, CA 90808

Attorney for Plaintiffs,
ESTATE OF MARIO SOLIS, by
and through successor in interest,
Sara Solis; SARA SOLIS,
individually

Telephone: 213.340.6112
Facsimile: 213.402.8622
Email:

dgastelum@gastelumfirm.com

Christian Contreras, Esq.
THE LAW OFFICES OF
CHRISTIAN CONTRERAS
360 East 2nd Street, 8th Floor
Los Angeles, CA 90012

Attorney for Plaintiffs,
ESTATE OF MARIO SOLIS, by
and through successor in interest,
Sara Solis; SARA SOLIS,
individually

Telephone: 323.435.8000
Facsimile: 323.597.0101
Email:

CC@Contreras-Law.com